

OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. Duliajan, Dist -Dibrugarh
Assam, India, Pin-786602

CONTRACTS DEPARTMENT TEL: (91) 374-2800548

E-mail: <u>contracts@oilindia.in</u>
Website: www.oil-india.com
FAX: (91) 374-2803549

FORWARDING LETTER

<u>Sub</u>: IFB No. CDO0956L19 – Hiring the Services for Top Overhauling of Caterpillar Gas Engine Model G3516NA and Top & Major Overhauling of CAT G399.

Dear Sir(s),

- **1.0** OIL INDIA LIMITED (OIL), a "Navaratna" Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under LIMITED E-TENDER COMPOSITE BID SYSTEM through OIL's E-Procurement Portal: "https://etender.srm.oilindia.in/irj/portal" for Hiring the Services for Top Overhauling of Caterpillar Gas Engine Model G3516NA and Top & Major Overhauling of CAT G399. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's E- Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	CD00956L19				
(ii)	Type of Bid	:	Limited Indigenous E-Tender, Composite Bid System.				
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.				
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.				
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.				
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.				
(vii)	Bid Opening Place	:	Office of CGM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.				

(viii)	Bid Validity		Minimum 90 (Ninety) days from Original Bid	
(4111)	Dia vandity	•	Closing Date.	
			Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.	
(ix)	Mobilization Period	:	30 (Thirty) days from the date of issue of Work Order	
(x)	Bid Security/EMD Amount	•	Nil	
(xi)	Bid Security/EMD Validity	•	Nil	
(xii)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA	
(xiii)	Amount of Performance Security	:	Nil	
(xiv)	Validity of Performance Security	:	Nil	
(xv)	Location of job		OIL's Operational Areas, Duliajan, Moran and Hapjan Gas Compressor Stations.	
(xvi)	Duration of the Contract	:	02 (Two) years with an extension provision of 01 (One) year.	
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	Refer clause No. 28 of General Conditions of Contract.	
(xviii)	Bids to be addressed to	:	CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.	
(xix)	Pre-Bid conference	:	Not Applicable	
(xx)	Last Date of receipt of Queries	:	Not Applicable	

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder changes his Digital Signature Certificate, then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. is not responsible.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "Class 3 with Organizations Name and Encryption Certificate", the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding Company to bind the Bidder/Bidding company to the contract.

- **3.2** For participation, applicants already have User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
- 3.2.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site https://etender.srm.oilindia.in/irj/portal.
- 3.2.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 3.3 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's E-Procurement site (Help Documentation)**. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp mm@oilindia.in, Ph.: 0374-2807178/4903.

- **3.4** The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).
- **4.0** Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM (IST)** (**Server Time**) on the date as mentioned and will be opened on the same day at **2.00 PM** (**IST**) at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.
- **5.0** The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that no pricing information is furnished in the **"Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.
- **6.0** The tender is invited under **LIMITED E-TENDER COMPOSITE BID SYSTEM**. The bidder has to submit both the **"TECHNICAL"** and **"PRICED"** bid through electronic form in the OIL's E-Tender portal within the Bid Closing Date and Time stipulated in the E-Tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "User Manual" available in OIL's E-Tender Portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment"** Tab only. **Bidders to note that no price details should be uploaded in "Technical Attachment"** Tab Page. The Price Bid rates shall be quoted per unit as specified in the "**PRICE BIDDING FORMAT**" attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's E-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.
- **7.0** The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- **8.0** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.
- **9.0** Conditional bids are liable to be rejected at the discretion of the Company.
- **10.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno- Commercial Bid documents.
- **10.1** In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.
- **10.2** In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E- mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

- **10.3** In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and GSTIN number.
- **10.4** In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.
- **10.5** In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and GSTIN number.
- **10.6** In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.
- **10.7** In case of Trusts registered under the Indian Trust Act, Copies of Telephone/ Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and GSTIN number.

11.0 BIDDING DOCUMENTS:

- **11.1** The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:
 - a) A forwarding letter highlighting the following points:
 - (i) Company's IFB No.
 - (ii) Description of Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
 - b) General Conditions of Contract (GCC): **Part-I**
 - c) Schedule of Work, Unit, Quantities (SOQ): Part- II
 - d) Special Conditions of Contract (SCC): Part-III
 - e) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV** [Not applicable for this Tender]
 - f) Safety Measures (SM): **Part-V**
 - g) Integrity Pact: Part-VI
 - h) Price Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's E-Tender portal)

- i) Proformas and Annexures
- **11.2** The bidder is expected to examine all instructions, forms, terms and specifications in

the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid without seeking any clarifications.

SPECIAL NOTE: Please note that all tender forms (Forwarding Letter, Part–I: (GCC) General Conditions of Contract, Part-II: (SOQ) Schedule of Work, Unit and Quantity, Part-III: (SCC) Special Conditions of Contract, Part-V: (SM) Safety Measures, Part-VI: Integrity Pact, Price Bidding Format) and supporting documents are to be submitted through OIL's E- Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602.

a) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT:

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents must be received at OIL's CGM- Contract's office at Duliajan on or before 12.45 PM (IST) on the bid closing date failing which the bid shall be rejected.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

12.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI/Integrity Pact" of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Unpriced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

Note: OIL has appointed Shri Rajiv Mathur, IPS(Retd.), Shri Satyananda Mishra, IAS(Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a. Shri Rajiv Mathur, IPS(Retd.), Former Director, IB, Govt. of India;
 - E-mail id: rajivmathur23@gmail.com
- b. Shri Satyananda Mishra, IAS (Retd.),Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India

E-mail id: satyanandamishra@hotmail.com

c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC E-Mail id: jagmohan.garg@gmail.com

13.0 PREPARATION OF BIDS:

13.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except

that any printed literature may be in another language provided it is accompanied by an official and notarized English translated version, which shall govern for the purpose of bid interpretation.

13.2 DOCUMENTS COMPRISING THE BID:

(I) UN-PRICED TECHNO-COMMERCIAL BID:

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details/specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC/BRC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before 12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.

Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID under "Technical Attachment" Tab.

(II) PRICED BID:

The Priced Bid shall contain the rates/prices along with the currency and any other commercial information pertaining to the rates/prices. Bidder shall quote their rates/prices in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

14.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as 'Company', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

15.0 TRANSFERABILITY OF BID DOCUMENTS:

- **15.1** Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- **15.2** Unsolicited offers will not be considered and will be rejected straightway.
- **16.0 FORMAT AND SIGNING OF BID:** The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

17.0 AMENDMENT OF BIDDING DOCUMENTS:

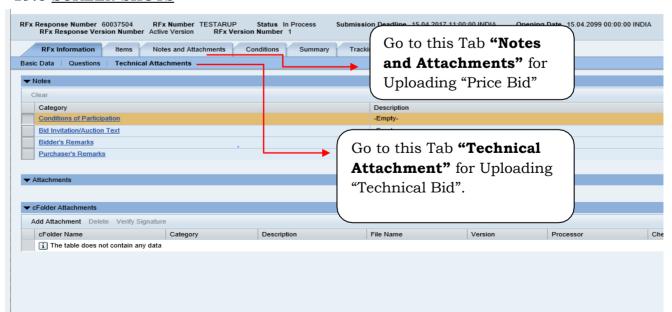
- **17.1** At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuance of an Addendum.
- 17.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical RFx" and External Area "Amendments" folder. The company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender Portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

18.0 SUBMISSION OF BIDS:

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract.

- **18.1** Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- **18.2** Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.
- **18.3** Bidder shall submit the Bid, duly completed in terms of the Bid Document.
- **18.4** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

19.0 SCREEN SHOTS

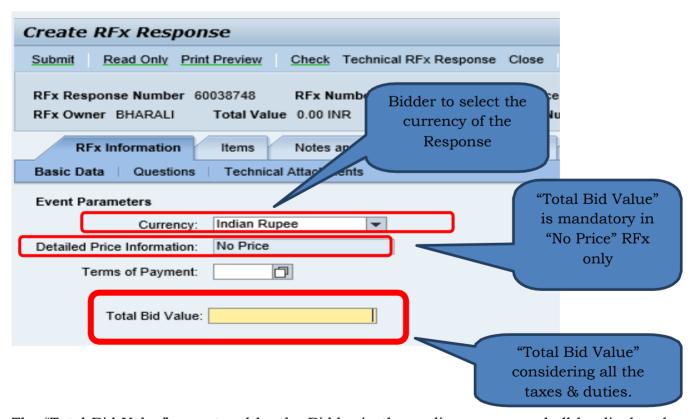


On "**EDIT**" Mode, bidders are advised to upload "**Technical Bid**" and "**Priced Bid**" in the respective places as indicated above:

Note:

- * The "Technical Bid" shall contain all techno-commercial details except the prices.
- ** The "**Priced bid**" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

20.0 <u>Maintenance of Total bid value in the Response:</u> For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is "No price"**, the Price Bid is invited through attachment form under "Notes & Attachment". As per the existing process, Bidders must upload their pricing as per the "Price Bidding Format" under "Notes & Attachment". Additionally the bidders must fill up the <u>on-line field "Total Bid Value"</u> under Tab Page "RFx Information" with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.



The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for

bid evaluation and evaluation will be purely based on the "Price bidding Format".

21.0 DEADLINE FOR SUBMISSION OF BIDS:

- 21.1 Bids should be submitted on-line up to **11.00 a.m. (IST) (Server Time) on the Bid Closing date** mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 11.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.
- 21.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.
- 21.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before **12:45 p.m. (IST) on the bid closing date**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.
- **22.0 LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

23.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 23.1 Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.
- 23.2 No bid can be modified/withdrawn subsequent to the deadline for submission of bids.
- 23.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.
- **24.0 EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

25.0 BID OPENING AND EVALUATION:

25.1.1 The bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will

have to sign a register evidencing their presence.

- 25.1.2 In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of only the techno-commercially acceptable Bidders will be opened. The opening Date and Time will be intimated to the techno-commercially qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 25.1.1 above.
- 25.2 In case it happens to be a bandh/holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date/time will get extended up to the next working day and time (except Saturday).
- 25.3 Bids which have been withdrawn pursuant to Clause 23.0 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 25.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 25.3.
- 25.5 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 25.6 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 25.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 25.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

26.0 EVALUATION AND COMPARISON OF BIDS:

- 26.1 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted inclusive of all liabilities and GST for the items of part-II (i.e. schedule of works, units, quantity, rates) of the tender.
- 26.2 DISCOUNTS/REBATES: Unconditional discounts/rebates, if any, given in the bid or

along with the bid will be considered for evaluation.

- 26.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/ rebates, the contract shall be awarded after taking into account such discounts/ rebates.
- 26.4 Conditional bids are liable to be rejected at the discretion of the Company.
- **27.0 BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

28.0 CONTACTING THE COMPANY:

- 28.1 Except as otherwise provided in Clause 26.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 25.5.
- 28.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.
- **29.0 AWARD CRITERIA:** OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- **30.0** <u>OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:</u> OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.
- **31.0 NOTIFICATION OF AWARD:** Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered/couriered letter) that its bid has been accepted.
- **32.0** The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract, within 02 (Two) weeks from the date of issue of LOA.
- **33.0** BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- **34.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement

pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **Proforma-VII.**

- **35.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil- india.com.
- **36.0 SIGNING OF CONTRACT:** The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".
- **37.0** Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and/or penalty from the Contractor as per terms of the tender/contract.
- **38.0** The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.
- **39.0** OIL now looks forward to your active participation in the IFB.

Thanking you, Yours faithfully,

OIL INDIA LIMITED
(AMIT K PRASAD)
MANAGER CONTRACTS (OPERATIONS)

For **CGM (CONTRACTS)**

For **RESIDENT CHIEF EXECUTIVE**

Date: 27.03.2019

GENERAL CONDITIONS OF CONTRACT (GCC)

<u>DESCRIPTION OF WORK/SERVICES</u>: Hiring the Services for Top Overhauling of Caterpillar Gas Engine Model G3516NA and Top & Major Overhauling of CAT G399.

A. **DEFINITIONS:**

In the contract, the following terms shall be interpreted as indicated:

- (a) "**The Contract**" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "**The Contract Price**" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "**The Work**" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "**Contractor**" means the Contractor performing the work under this Contract.
- (f) "**Contractor's Personnel**" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) "Willful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

WITNESSETH:

- **1.0** a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract in **OIL's Operational Area-Duliajan, Moran and Hapjan Gas Compressor Stations**.
 - b) In this Contract all words and expressions shall have the same meaning as are

respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

- c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.
- 2.0 The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3.0 The Company's Engineer shall have power to:

- a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
- b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
- c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.
- d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
- e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.
- 4.0 The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.
- 5.0 The Company reserves the right to cancel this Contract at any time upon full

payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The

valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.

- 6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:
 - i) The Mines Act.
 - ii) The Minimum Wages Act, 1948.
 - iii) The Workman's Compensation Act, 1923.
 - iv) The Payment of wages Act, 1936.
 - v) The Payment of Bonus Act, 1965.
 - vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
 - vii) Employees' Pension Scheme, 1995.
 - viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
 - ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - x) GST Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

- 7.0 The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.
- 8.0 The duration of the contract shall be initially for a period of 02(two) years with an extension provision of 01(one) year from the commencement of the same i.e. after completion of mobilization. The Contractor must complete the work as mentioned in PART III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and/or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.
- 9.0 In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

10.0	The	tend	lerec	l price	inclu	ısive	of all	liabilitie	es and C	GST (i.e	. the	Contra	act p	rice) i	s Rs.
	(Not	to	be	filled	up	by	bidde	er while	e subm	itting	the	offer	in	Tech	nical
Atta	chm	ents	Fol	der. Ti	his fi	gure	will i	be filled	up by	OIL at	the t	ime of	awa	ırd	of
the		con	trac	t	to	1	the	suce	cessful	b :	idder	·) (
only)	but	the	Con	npany	shall	pay	the C	Contract	or only	for ac	tual	work o	done	at th	e all-
inclu	ısive	rates	set	down	in the	Sch	edule	of work	Part II c	of this C	ontra	ict.			
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On account payment may be made, not often than monthly, up to the amount of **100**% of the value of work done. Final payment will be made only after satisfactory completion of

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the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

Note: All Invoices are to be sent to the following address:

Chief General Manager - GMS Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam.

- 11.0 The contractor employing **20 (twenty)** or more workmen on any day preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.
- 12.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.
- 13.0 The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil Mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.
- 14.0 The Contractor shall deploy local persons in all works.
- 15.0 The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
- 16.0 The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (Latest editions).

17.0 GENERAL OBLIGATIONS OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

18.0 SPECIAL CONDITIONS:

- a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- b) Contractor(s) whosoever, is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these

provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

19.0 ARBITRATION:

19.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- a) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- b) The number of arbitrators and the appointing authority will be as under:

Claim amount				
(excluding claim	Number	Appointing Authority		
for interest and	of			
counter	Arbitrato			
claim, if any)	r			
Up to Rs. 5 Crore	Sole	OIL		
	Arbitrator			
Above Rs. 5 Crore	3	One Arbitrator by each party and		
	Arbitrators	the 3 rd Arbitrator, who shall be the		
		presiding Arbitrator, by the two		
		Arbitrators.		

- c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the

concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

- f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- g) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and	Period for making and publishing of				
counter	the award(counted from the date of				
claims(excluding	first meeting of				
interest)	the Arbitrators)				
Up to Rs. 5 Crore	Within 8 months				
Above Rs. 5 Crore	Within 12 months				

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

- h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
 - In case of sole arbitrator, OIL shall make all necessary arrangements for his/her travel, stay and the expenses incurred shall be shared equally by the parties.
- j) The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.
- k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

19.2 <u>ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):</u>

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 19.1 & 19.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

20.0 FORCE MAJEURE:

20.1 In the event of either party being rendered unable by 'Force majeure' to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such 'Force Majeure' shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term 'Force Majeure' as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

20.2 Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligations suspended by the force majeure shall then extended by the period for which such cause lasts.

20.3 Should 'force majeure' condition as stated above occurs and should the same be notified within Seventy-Two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

21.0 TERMINATION:

- 21.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.
- 21.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 20.0 above.

- 21.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 21.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 21.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 21.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 21.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 21.1 to 21.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract up to the date of termination including the De-mob cost, if any.
- 22.0 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 22.1 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 22.2 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.
- **23.0** <u>I.B. VERIFICATION REPORT AND SECURITY REVIEW</u>: Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

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- **24.0** In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.
- **25.0 SET OFF CLAUSE:** "Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."
- 26.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are expected to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- 27.0 **PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com.
- 28.0 <u>LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF</u> <u>WORKS AND SERVICES</u>: In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.
- 29.0 **SUBCONTRACTING:** CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.
- 30.0 **MISCELLANEOUS PROVISIONS**: Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law and the regulations or bye-law of any local or

other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

31.0 LIABILITY:

31.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors,

irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

- 31.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 31.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 31.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.
- 31.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 31.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or

sub- contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

31.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance

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of the contract.

- 31.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 31.9 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions except only in cases of willful misconduct and/or criminal acts,
- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

32.0 **CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

33.0 INDEMNITY AGREEMENT:

33.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit,

which may arise in favor of Contractor's employees, agents, Contractors and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

33.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favor of Company's employees, agents, Contractor and subcontractors

PART-I: GCC

or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

34.0 APPLICABLE LAW:

- 34.1 This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.
- 34.2 The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.
- 35.0 **TAXES:** Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

36.0 SUBSEQUENTLY ENACTED LAWS:

- 36.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 36.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 36.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 36.4 Notwithstanding the provision contained in clause 28.1 to 28.2 above, the

COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor/sub-sub-contractors and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- iii. Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.
- 36.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
 - i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

37.0 GOODS AND SERVICES TAX:

37.1 GENERAL REMARKS ON TAXES & DUTIES:

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except **GST** mentioned in the bidding document shall be ignored.

- 37.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- 37.3 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "**GST**" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter

referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

37.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service

Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

- 37.4.1 Bidder should also mention the **Harmonized System of Nomenclature** (HSN) and **Service Accounting Codes (SAC)** at the designated place in SOR.
- 37.5 Where the Company (OIL) is entitled to avail the input tax credit of GST:
- 37.5.1 OIL will reimburse the **GST** to the Supplier of Goods/Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 37.5.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 37.6 Where the Company (OIL) is not entitled to avail/take the full Input Tax Credit of GST:
- 37.6.1 OIL will reimburse **GST** to the Supplier of Goods/Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (if directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.
- 37.6.2 The bids will be evaluated based on total price including **GST**.
- 37.7 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 37.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/vendor fails to provide the invoice in the form and manner prescribed under
- the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 37.9 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 37.10 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 37.11 Where OIL has the obligation to discharge ${f GST}$ liability under reverse charge

mechanism and OIL has paid or is/liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL <u>or</u> ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.

- 37.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor/Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor/Vendor, OIL shall be entitled to recover such amount from the Contractor/Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 37.13 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 37.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the contractor shall be to contractor's account.
- 37.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 37.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/taxes finally assessed is on the lower side.
- 37.17 Notwithstanding anything mentioned elsewhere in the agreement, the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.
- 37.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 37.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 37.20 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any

increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

37.21 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

37.22 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

37.23 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

37.24 Procurement of Specific Goods: Earlier, there was no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty was not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be levied on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

37.25 Documentation requirement for GST:

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;

Note: OIL GSTIN numbers are as follows:

Assam :18AAACO2352C1ZW

PART-I: GCC

Arunachal Pradesh: 12AAACO2352C1Z8

- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorized representative. GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner
- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

37.26 ANTI-PROFITEERING CLAUSE:

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods/Services may note the above and quote their prices accordingly.

37.26.1 In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

38.0 **WITHHOLDING**:

Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of:

- a) For non-completion of jobs.
- b) Contractor's indebtedness arising out of execution of this Contract.

- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorized imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

39.0 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall provide complete details (i.e. name of the sub-contractor, value of sub-contracted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

Schedule of Work, Unit and Quantity (SOQ)

<u>DESCRIPTION OF WORK/SERVICE</u>: - Hiring the Services for Top Overhauling of Caterpillar Gas Engine Model G3516NA and Top & Major Overhauling of CAT G399.

PART-II: SOQ

Item No.	Description of Services	UOM	Estimated Quantity	
10	Top Overhauling of CAT G399	NO (Number)	3	
20	Major Overhauling of CAT G399	NO (Number)	6	
30	Top Overhauling of CAT G3516 NA	NO (Number)	3	
40	Mobilization Charge	NO (Number)	1	
50	Initial Medical Testing	NO (Number)	1	

^{1.} Tenure of Agreement: 02 (two) years with an extension provision of 01 (one) year.

^{2.} Mobilization Period: 30 (thirty) days from issue of Workorder.

PART-III: SCC

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 Plant Information:

All the Gas Compressor Stations (GCS) are within 50 Km radius except GCS 2 (Moran) which is approx 90 Km from Duliajan. The Gas Compressor packages installed in the GCSs are running continuously with prime mover as Caterpillar Gas Engines, model G399 and G3516 NA. Brief descriptions of the gas engines to be overhauled are as follows:

- a) Caterpillar, Model G399:- 16 Cylinder Gas Engine with Compression Ratio (CR)-7:1; HP 501 @ 1000 RPM; Bore # 6.25 Inches; Stroke-8 Inches; Shielded Ignition System (Altronic III).
- b) Caterpillar, Model G3516 NA:- 16 Cylinder Gas Engine with Compression Ratio(CR)-9:1; HP 668 @ 1200 RPM; Bore 6.7 Inches; Stroke-7.5 Inches; Electronic Ignition System (EIS/ECM).
- c) The overhauling jobs of Gas Engines to be carried out at the GCSs. The area is prohibited for general public, so necessary gate/entry passes and work permits with all statutory requirements shall have to be carried by the personnel entering into the GCSs.
- **2.0** <u>Mode of Working</u>: The overhauling job shall be done at a stretch under the supervision of a Certified Service Engineer of the contractor. All spares, consumables required for overhauling shall be arranged by OIL. However all other manpower will be under the scope of the contractor.

3.0 Contractor's Scope of work:

- (a) The party shall depute their field service engineer along with team of technicians for carrying out overhauling jobs.
- (b) The party shall perform functional check of all instruments / auxiliaries of the engine as detailed in Annexures. The party shall carry out all jobs / activities as per the list. Anything not spelt out here, needs to be done by the party, for completing the overhauling job.
- (c) The party shall carry out servicing of Instrumentation Panel fitted with the engine and perform re-fitment of same after servicing.
- (d) The party shall carry out servicing of Ignition System after dismantling and re-fitment as recommended.
- (e) The party shall carry out servicing of all engine mounted Sensors and Thermocouples and re-fitment as recommended.
- (f) The party shall bring all the tools, tackles etc required for overhauling. Make their own arrangement for transportation of their personnel, tools and materials etc to the site.
- (g) The party shall make their own arrangement for boarding and lodging of their Service engineer and team of technicians.
- (h) The party shall carry out pre-overhauling inspection of the unit and recording all the data.
- (i) The party shall Intimate OIL, detailing the progress of each day's work for its record.

4.0 OIL's Scope:

- (a) OIL shall provide total shut-down of the unit to carry out overhaul of the unit.
- (b) OIL shall provide all spares, lubricating oils (one time start-up and fill-up), Coolants, liquid nitrogen to fix seat insert (if required), compressed air at 6-7 Kg/cm2g, service water.

PART-III: SCC

- (c) OIL shall provide workshop facility at Central Workshop, if required.
- (d) OIL shall provide open space within the Shed etc. for keeping their materials /tools and one no. steel overhauling box for keeping tools and spares. Lock etc to be arranged by the contractor.
- (e) HOT Crane shall be available inside the GCS. However, for transporting any heavy material crane service shall be provided on availability.
- (f) Servicing of Instrumentation Panel of the unit, Compressor, Coolers etc shall be on OIL's scope.
- (g) OIL shall provide necessary servicing facilities at its central Maintenance section to the party for dismantling of the ignition system, servicing and later for re-fitment of same after serviced ignition system on the unit by the party.
- (h) Engine mounted Sensors shall be provided by OIL if replacement of the same is required.

5.0 <u>Completion Details</u>:

- (a) The overhauling jobs shall be completed within:
- (i) Top Overhaul (TOH): 25 (Twenty Five) Working Days Maximum from the date of commencement.
- (ii) Major Overhaul (MOH): 45 (Forty Five) Working Days, Maximum from the date of commencement.
- (iii) Normal working time on working days is from 7 AM to 3:00 PM. However, working beyond 3:00 PM and for working on holidays and Sundays, prior permission / approval to be obtained from OIL's competent authority.
- (iv) Delay in execution shall call for penalty on the party as detailed under heading Liquidated Damages. However reasons beyond control of the party, situation (Force Majeure), environmental factors shall relieve the party from such penalty. In this regard the party shall justify the reason of delay with every extended day, in writing.
- (b) After completion of overhaul, the engine shall be coupled to compressor and cold alignment job shall be carried out by the party. The party shall provide manpower and tools (except alignment gauges) to OIL's representative for carrying out the fitment of Thomas Coupling. Thereafter party shall carry out breaking-in run and short duration load test run for 2-4 Hrs of the engine under direct guidance of OIL's representative. After that, Hot alignment data shall be collected and submitted to OIL's representative for verification. All the running parameters would be checked by OIL's representatives during such load test run. In the event of OIL/Party representative on their joints inspection, feels that certain component of engine needs to be dismantled, checked and redone, then the party shall carry out the same as per observation.

Thereafter, the unit shall be put on final test run at duty conditions of the GCS and rated speed for a total 72 Hrs to be completed within 4 days. Party shall provide a competent technician round the clock for monitoring and safe operation of the unit. Any defect observed

shall be noted and rectified during this test run. Once the 72 hrs test run is over, the overhauling shall be considered as complete and there by certified for payment after complete scrutiny of details overhaul, test run, and physical verification of performance at site by OIL's engineers in charge.

6.0 PAYMENT: Payment of Overhauling Charges shall be released within 20 days against submission of Invoice after satisfactory overhauling of each engine. However, the party shall submit data sheet for each overhauling jobs signed by both OIL's and TIL's engineer.

7.0 TERMS & CONDITIONS:

- (a) The Party shall depute their engineer as per schedule agreed upon. In case any change is required in the program a written confirmation at least two (02) working days in advance shall be required.
- (b) Rate of Service Tax shall be paid in accordance with the rate as levied by the Govt. of India from time to time.
- **8.0** <u>Mobilization Period</u>: The party shall have a mobilization period for movement of its service engineers along with team of technicians of 30(thirty) days from the date of issue of Work Order for attending the subject work with prior intimation so that all necessary arrangements can be made by OIL.

9.0 General Guidelines:

- (a) The Contractor shall maintain harmony and integrity and shall not violate Company's rules and regulations.
- (b) The Contractor shall not engage in any activity which may cause harm to any person / loss of property.
- (c) The Contractor shall not engage any person, or sub-contract of this wherein the other person / party having any criminal background.
- (d) If any person found to be in-competent, consuming alcohol or drugs, disturbing Company activities or indulge in misconducts of any kind, OIL reserves the right to remove such persons and shall advice the Contractor to replace with a suitable candidate.
- **10.0** <u>List of Spare Parts</u>: A list of recommended spare parts for the Engine, covering all the items required for overhauling as well as critical requirements shall be provided by the party, enabling OIL to keep stock of the same ready for use, as and when required. The party shall ensure and support timely execution of delivery of all such items as required avoiding any delay.
- **11.0 Schedule of Works:** The Schedule of Works are detailed under Annexures.

To, CGM-CONTRACTS OIL INDIA LIMITED DULIAJAN-786602

SUB: SAFETY MEASURES

<u>Description of service:</u> Hiring the Services for Top Overhauling of Caterpillar Gas Engine Model G3516NA and Top & Major Overhauling of CAT G399.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i)	 	 	 _
ii)			
iii)			

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

- c) Due notice would be given for any change of personnel under item (b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.
 - g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district

of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

- 2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed.
- 4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8. The contractor shall submit to DGMS returns indicating Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- 9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to

ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

- 11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 13. The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
- 14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 15. If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
- 16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- 19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

- 23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

(Seal)	Yours Faithfully
Date M/s	
141/ 5	FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

PART-VI: INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder)......hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for Hiring the Services for Top Overhauling of Caterpillar Gas Engine Model G3516NA and Top & Major Overhauling of CAT G399. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- **(2)** The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

- PART-VI: INTEGRITY PACT
- 2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- 4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
- 5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9 Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 - Compensation for Damages

- 1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit/Performance Bank Guarantee.
- 3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

- 1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section: 6 - Equal treatment of all Bidders/Contractor/Subcontractors

- 1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
- 2. The Bidder/Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any

violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 - External Independent Monitor/Monitors

- 1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- 3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- 4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Principal.
- 6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to

the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

PART-VI: INTEGRITY PACT

8. The word 'Monitor' would include both singular and plural.

Section: 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section: 10 - Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

For the Principal	For the Bidder/Contractor
	Witness 1:
	Witness 2:
Place.	
Date.	

Schedule of Works for Top Overhauling (TOH) of CAT G399 are as under:

A. Cylinder Head and Rocker Assembly:

- i. Removal of Cylinder Head from Engine.
- ii. Cleaning of Cylinder Head and Valve Train Related parts.
- iii. Inspections of the same for any wear & tear / Failed parts.
- iv. Rebuild of Cylinder Head with new Valves, Inserts, springs, Roto-coils and Retainers.
- v. Cleaning of Pre Chamber Area with Seat Cutting Tool (If required).
- vi. Cleaning of Pre Chamber and Inspection of the same.
- vii. Servicing of Gas Admission Valves
- viii. Assembly of Cylinder Head.
- ix. Fitment of Cylinder Heads on Engine by replacing all water and air line Seal O Rings and Combustion Gaskets with new one.

B. Liners:

- i. Removal of Liners from Engine.
- ii. Cleaning of the Liners.
- iii. Fitment of the same with new Seal O Rings.

C. Piston and Connecting Rods:

- i. Removal of Piston and Connecting Rod Assembly.
- ii. Cleaning of the same.
- iii. Inspection for any Mechanical Failure of Pistons and Connecting Rods.
- iv. Replacement of Big End Bearing and all Piston Rings.
- v. Fitment of the Pistons in the Engine.

D. Lifter Assembly:

- i. Removal of the Lifter Assembly from Engine.
- ii. Cleaning of the same and Checking of Rollers for any Wear & Tear.
- iii. Replacement of Lifter Guide Springs and Seals.
- iv. Final Assembly of the Lifters and fitment on the Engine.

E. Oil Pump:

- i. Removal of Oil Pump from the engine.
- ii. Dismantling and cleaning of the same for inspection.
- iii.Replacement of all bushing and Seal O Rings.
- iv. Assembly and fitment of the Pump on the Engine.

F. Water Pump:

- i. Removal of both JW & ACOC circuit Water pump from Engine.
- ii. Dismantling of the Water pumps.
- iii. Replacement of all seals and Shaft with new one.
- iv. Replacement of Housing bush.
- v. Assembly and final fitment of water Pumps on the Engine.

G. Oil Cooler & After Cooler:

- i. Removal of Oil Cooler & After Cooler from Engine.
- ii. Oil Cooler to be replaced.
- iii. After Cooler to be cleaned properly, if required Work Shop facility will be utilized.
- iv. Fitment of Oil Cooler & after Cooler on the Engine with new Seal & Seal O Rings.

H. Thermostats:

- i. Removal of Thermostats Housings (Oil & Water) from the Engine & it's cleaning.
- ii. All thermostats (Oil & Water) to be replaced with new one.
- iii. All Lip Type Seals to be replaced with new one.
- iv. Assembly & Fitment of the Thermostat Housings on the Engine.

I. Exhaust Manifold:

- i. Removal of Exhaust Manifold from the Engine and dismantling of the same.
- ii. All Bellows and Gaskets should be replaced with new one.
- iii. All Exhaust Bolts and Nuts to be replaced with new one.
- iv. Shield Gp. Manifold to be replaced with new one.
- v. Fitment of the Exhaust Manifold with new gaskets on the Engine.

J. Engine Foundation Bolt:

i. Checking of tightness of all Engine foundation bolts.

K.INSTRUMENTATION PART

(a) Ignition Circuit:

- i. Replacement of all Spark Plugs with new one. Resistance checking of transformers.
- ii. Checking of Resistance of main Ignition Harness and data recording.

(b) Control Circuit

A. Fuel Actuator

- i. Replacement and Adjustment of Fuel Actuator Linkage.
- ii. Checking and Recording of Harness Resistance.
- iii. Checking & Calibration of the Fuel Actuator.

- L. Checking Actuators:
 - i. Checking of all Actuators, repair or replacement as per requirement.
- M. Start Up of the Engine: Cold Alignment: Final Start Up of the Engine after carrying out all necessary checks and troubleshooting (If Required). Recording of all Engine Parameters during start up and running of the engine- Hot alignment.
- N. Load Test Run of the Engine: Engine shall be closely monitored and all parameters shall be recorded to ensure optimum engine performance during the Load test.
- O. WARRANTY: Top Overhaul Job will carry a Warranty of Six (6) months or 1000 Hrs of running whichever occurs earlier. The warranty will be valid against workmanship failure and on fitted spares.

Schedule of Works for Major Overhauling (MOH) of CAT G399 are as under:-

A. Cylinder Head and Rocker Assembly:

- i. Removal of Cylinder Head from Engine.
- ii. Cleaning of Cylinder Head and Valve Train Related parts.
- iii. Inspections of the same for any wear & tear/ Failed parts.
- iv. Rebuild of Cylinder Head with new Valves, Inserts, springs, Roto-coils and Retainers.
- v. Cleaning of Pre Chamber Area with Seat Cutting Tool (If required).
- vi. Cleaning of Pre Chamber and Inspection of the same.
- vii. Servicing of Gas Admission Valves viii. Assembly of Cylinder Head.
- ix. Fitment of Cylinder Heads on Engine by replacing all water and air line seal O Rings and Combustion Gaskets with new one.

B. Liners:

- i. Removal of Liners from Engine.
- ii. Cleaning of the Liners.
- iii. Fitment of the same with new Seal O Rings.

C. Piston and Connecting Rods:

- i. Removal of Piston and Connecting Rod Assembly.
- ii. Cleaning of the same.
- iii. Inspection for any Mechanical Failure of Pistons and Connecting Rods.
- iv. Replacement of Big End Bearing and all Piston Rings.
- v. Fitment of the Pistons in the Engine.

D. Crank Shaft:

- i. Removal of Main Bearing and Replacement of the same with new one.
- ii. Measurement of End Play before removal of Thrust Bearing.
- iii. Replacement of Thrust bearing with new one and final measurement of End Play.
- iv. Replacement of Crank Shaft Front & Rear Oil Seals with new one.

E. Cam Shaft:

- i. Removal of Cam Shaft.
- ii. Cleaning of the same.
- iii. Checking of Cam Shaft Lobe and Bush area for wear & Tear.
- iv. Measurement of Cam Bush I.D. after installation of new Bush.
- v. Replacement Thrust Bearing.
- vi. Replacement of Cam Drive Gear Bush.
- vii. Final Fitment of Cam Shaft.

F. Lifter Assembly:

- i. Removal of the Lifter Assembly from Engine.
- ii. Cleaning of the same and checking of Rollers for any Wear & Tear.
- iii. Replacement of Lifter Guide Springs and Seals.
- iv. Final Assembly of the Lifters and fitment on the Engine.

G. Vibration Damper:

- i. Removal of Vibration Damper from the Engine.
- ii. Checking of Vibration Damper according to Caterpillar Specification manual for reusability.
- iii.Fitment of the Vibration Damper on the Engine.

H. Fly Wheel:

- i. Removal of Fly wheel.
- ii. Physical Inspection of Fly Wheel for any mechanical damage of ring gear teeth.
- iii. Replacement of Ring gear if required.
- iv. Fitment of Fly Wheel on the Engine.

I. Oil Pump:

- i. Removal of Oil Pump from the engine.
- ii. Dismantling and cleaning of the same for inspection.
- iii. Replacement of all bushing and Seal O Rings.
- iii. Assembly and fitment of the Pump on the Engine.

J. Water Pump:

- i. Removal of both JW & ACOC circuit Water pump from Engine.
- ii. Dismantling of the Water pumps.
- iii. Replacement of all seals and Shaft with new one.
- iv. Replacement of Housing bush.
- v. Assembly and final fitment of water Pumps on the Engine.

K. Oil Cooler & After Cooler:

- i. Removal of Oil Cooler & After Cooler from Engine.
- ii. Oil Cooler to be replaced.
- iii. After Cooler to be cleaned properly, if required Work Shop facility will be utilized.
- iv. Fitment of Oil Cooler & after Cooler on the Engine with new Seal & Seal O Rings.

L. Thermostats:

- i. Removal of Thermostats Housings (Oil & Water) from the Engine & it's cleaning.
- ii. All thermostats (Oil & Water) to be replaced with new one.
- iii. All Lip Type Seals to be replaced with new one.

iv. Assembly & Fitment of the Thermostat Housings on the Engine.

M. Exhaust Manifold:

- i. Removal of Exhaust Manifold from the Engine and dismantling of the same.
- ii. All Bellows and Gaskets should be replaced with new one.
- iii. All Exhaust Bolts and Nuts to be replaced with new one.
- iv. Shield Gp. Manifold to be replaced with new one.
- v. Fitment of the Exhaust Manifold with new gaskets on the Engine.

N. Engine Foundation Bolt:

i. Checking of tightness of all Engine foundation bolts.

O. INSTRUMENTATION PART

- (a) Ignition Circuit:
 - i. Replacement of all Spark Plugs with new one.
 - ii. Resistance checking of transformers.
 - iii. Checking of Resistance of main Ignition Harness and data recording.
- (b) Control Circuit-:
 - A. Fuel Actuator
 - i. Replacement and Adjustment of Fuel Actuator Linkage.
 - ii. Checking and Recording of Harness Resistance.
 - iii. Checking & Calibration of the Fuel Actuator.

P. Checking Actuators:

- i. Checking of all Actuators, repair or replacement as per requirement.
- Q. Start Up of the Engine: Cold Alignment- Final Start Up of the Engine after carrying out all necessary checks and troubleshooting (If Required). Recording of all Engine Parameters during start up and running of the engine- Hot alignment.

R. Load Test Run of the Engine:

Engine will be closely monitored and all parameters will be recorded to ensure optimum engine performance during the Load test.

Alignment (Facial and Radial): Coupling Thomas CMR (550/600)-

After completion of overhauling job the party shall carry out alignment of the engine with compressor and couple the same. However, final reading of alignment job shall be put forward to OIL for its approval.

S. WARRANTY: Major Overhaul Job will carry a Warranty of Six (6) months or 1000 Hrs of running whichever occurs earlier. The warranty will be valid against workmanship failure and on fitted spares.

Schedule of Works for Top Overhauling (TOH) of CAT G3516 NA are as under:

A. Inspection: Pre Top-overhaul inspection shall be carried out jointly by Party & OIL for keeping record of any specific Mechanical and Instrumentation problem which will be attended during TOH job), if any. Existing problem shall be rectified during TOH job.

A record of such data jointly signed by Tractors India Private Ltd.& OIL will be submitted along with completion report.

B. Cylinder Head and Rocker Assembly:

- i. Removal of Cylinder Head from Engine.
- ii. Cleaning of Cylinder Head and Valve Train Related parts.
- iii. Inspections of the same for any wear & tear / Failed parts.
- iv. Rebuild of Cylinder Head with new Valves, Inserts, Springs, Roto-coils and Retainers.
- v. Cleaning of Spark Plug adaptor area with Seat Cutting Tool (If required).
- vi. Cleaning and Hydraulic test of Cylinder Head and Inspection of the same.
- vii. Servicing of Spark Plug adaptor.
- viii. Assembly of Cylinder Head.
- ix. Fitment of Cylinder Heads on Engine by replacing all water and air line Seal O Rings and Combustion Gaskets with new one.

C. Liners:

- i. Removal of Liners from Engine.
- ii. Cleaning of the Liners.
- iii. Fitment of the same with new Seal O Rings.

D. Piston and Connecting Rods:

- i. Removal of Piston and Connecting Rod Assembly.
- ii. Cleaning of the Piston and Connecting Rod Assembly.
- iii. Inspection for any Mechanical Failure of Pistons and Connecting Rods.
- iv. Replacement of Big End Bearing and all Piston Rings.
- v. Fitment of the Pistons in the Engine.

E. Lifter Assembly:

- i. Removal of the Lifter Assembly from Engine.
- ii. Cleaning of the same and checking of Rollers for any Wear & Tear.
- iii. Replacement of Lifter Guide Springs and Seals.
- iv. Final Assembly of the Lifters and fitment on the Engine.

F. Oil Pump:

i. Removal of Oil Pump from the engine.

- ii. Dismantling and cleaning of the same for inspection.
- iii. Replacement of all bushing and Seal O Rings if require.
- iv. Assembly and fitment of the Pump on the Engine.

G. Water Pump:

- i. Removal of both JW & Aux. circuit Water pump from Engine.
- ii. Dismantling of the Water pumps.
- iii. Replacement of all seals and Shaft with new one.
- iv. Replacement of Housing bush.
- v. Assembly and final fitment of water Pumps on the Engine.

H. Oil Cooler & Intake Manifold:

- i. Removal of Oil Cooler & After Cooler from Engine.
- ii. Cleaning Oil Cooler tubes, inspection thoroughly and if require to be replaced.
- iii. Intake manifold to be cleaned properly, if required Work Shop facility should be utilized.
- iv. Fitment of Oil Cooler & Intake manifold on the Engine with new Seal & Seal O Rings.

I. Thermostats / Temp. Regulator:

- i. Removal of Thermostats Housings (Oil & Water) from the Engine & cleaning of the same
- ii. All thermostats (Oil & Water) to be replaced with new one along with all type of seal.
- iii. All Lip Type Seals to be replaced with new one.
- iv. Assembly & Fitment of the Thermostat Housings on the Engine.

J. Exhaust Manifold:

- i. Removal of Exhaust Manifold from the Engine and dismantling of the same.
- ii. All Bellows and Gaskets should be replaced with new one.
- iii. All Exhaust Bolts and Nuts to be cleaned, checked if required replaced with new one.
- iv. Fitment of the Exhaust Manifold with new gaskets on the Engine.

K. Engine Foundation Bolt:

i. Checking of tightness of all Engine foundation bolts. If require alignment will be carried out

L. IGNITION SYSTEM PART

(a) Ignition Circuit:

- i. Removal of all Spark Plugs and ignition Transformers.
- ii. Cleaning same and if require replacement of all Spark Plugs with new one.

iii.Resistance checking of all transformers and replacement, if require. iv.Checking of Resistance of main Ignition Harness and data recording. v.Checking of EIS/ECM through cat ET tools (Cat ET laptop/DDT).

M. Carburetors & Fuel System:

- i. Removal of both carburetors.
- ii. Cleaning and Adjustment carburetors and load screw.
- iii. Cleaning and Adjustment DPRV, as require.

N. Control Circuit:

(a) Fuel Actuator

- i. Cleaning and Adjustment of Fuel Actuator Linkage.
- ii. Checking and Recording of Harness healthiness.
- iii. Checking & Calibration of the Fuel Actuator.

(b) Sensors

- i. Checking of all the sensors and should be replaced with new one if found defective.
- ii. Checking of all Harness of Sensors.

(c) Speed Sensors

- i. Checking of all Speed sensor and Replacement of all the Speed sensors with new one if found defective and also checking respective harness.
- O. Thermocouples: Checking all thermocouples and Replacement of same with new one if found defective and also checking respective harness.

P.Panel & Junction Box:

- i. Checking of proper ground for the Control Modules.
- ii. Checking of condition of wires and terminals
- iii. Replacement of all Diodes & Resistances within the circuit with new one if found defective
- iv. Checking of all fuses at Panel and Junction Box and replacement of the same if found defective.
- Q. Start Up of the Engine: Cold alignment-Final Start Up of the Engine after carrying out all necessary checks and troubleshooting (If Required). Recording of all Engine Parameters during start up and running of the engine-Hot alignment.
- R. Party also shall carry out the following checks / tests of the Overhauled engine:
 - i. Compression Pressure test of all cylinders.
 - ii. Checking of Ignition System, complete with Voltage Checking of each cylinder etc.
 - iii. Tappet setting.
 - iv. Recording of Engine parameters at different load condition.
 - v. Certification: Prior to certification, inspection of the engine shall be carried out

jointly by the Service Engineer of the Contractor and OIL's representative to the fullest satisfaction of OIL for operation.

vi. Documentation of all the checks and measurements and submitting the same to OIL for its verification and approval for payment against each overhauling job.

S. WARRANTY: Top Overhaul Job will carry a Warranty of Six (6) months or 1000 Hrs of running whichever occurs earlier. The warranty will be valid against workmanship failure and on fitted spares.

BID FORM

To M/s Oil India Limited, P.O. Duliajan, Assam, India

Sub: IFB No. CDO0956L19

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

We agree to abide by this Bid for a period of 90 days from the original date of Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this	day of	2019.
Authorised Pers	on's Signature:	
Name:		
Designation:		
Seal of the Bidd	er:	

PROFORMA-II

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the IFB stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder:	
Name:	

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "**Statement of Non-Compliance**" in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the IFB requirements.

PROFORMA-III

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO **CGM (CONTRACTS)** OIL INDIA LIMITED P.O. DULIAJAN-786602 Assam, India

Sir,

	SUB: OIL's IFB No. CDO0956L19	
address) as authoris against IFB No. CD	confirm that Mrsed to represent us during bid opening on coordinate co	our behalf with you op Overhauling of
		Yours Faithfully,
	Authorised Person's Signature	e:
	Name:	
	Signature of Bidder:	
	Name:	
	Doto	

PROFORMA-IV

PROFORMA LETTER OF AUTHORITY

TO CGM-CONTRACTS Contracts Department P.O. DULIAJAN PIN-786602 Dist. Dibrugarh, Assam India

Dear Sir,

SUB: OIL's IFB No. CDO0956L19

We	of
Confirm that	
	(Name and Address) is authorised to represent us to Bid,
· ·	conclude the agreement on our behalf with you against IFB No.
·	or Hiring the Services for Top Overhauling of Caterpillar Gas
_	G3516NA and Top & Major Overhauling of CAT G399 for any
commercial/Leg	gal purpose etc.
We confi representative s	irm that we shall be bound by all and whatsoever our said hall commit.
	son's Signature:
Name:	Yours faithfully,
	Signature:
	Name & Designation
	For & on behalf of

NOTE: This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

PROFORMA-V

[TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]

Name:
FULL Address:
Phone Number: Mobile Number: E-mail address: Fax Number: Bank Account Number (in which the Bidder wants remittance against invoices): Bank Name: Branch: Address of the Bank: Bank Code: IFSC/RTGS Code of the Bank: NEFT Code of the Bank: PAN Number: GST Registration Number:
Signature of Bidder with Official Seal

PROFORMA-VI

AGREEMENT FORM

This Agreement is made on day of between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s (Name and address of Contractor) hereinafter called the "Contractor"
which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,
WHEREAS the Company desires that Services (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;
WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and
WHEREAS, Company had issued a firm Letter of Award No dated based on Offer No dated submitted by the
Contractor against Company's IFB No and the Contractor accepted the same vide Letter No dated
All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.
NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.
- 3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
- 4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

Company (Oil India Limited)	(M/s)
Name:	Name:
Status:	Status:
In presence of	In presence of
1.	1.
2	2

PROFORMA-VII

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No	Date
Sub: Undertaking of authenticity of information/documents	s submitted
Ref: Your Tender No. CD00956L19	
To, The CGM-Contracts Contracts Department, OIL, Duliajan	
Sir,	
With reference to our quotation against your above-referred ten undertake that no fraudulent information/documents have been su	
We take full responsibility for the submission of authentic information against the above cited bid.	tion/documents
We also agree that, during any stage of the tender/contract agreem of the information/documents submitted by us are false/forged/fraudulent, OIL has right to reject our bid at any cancellation of the award of contract and/or carry out any other us, as deemed fit.	found to be stage including
Yours faithfully,	
For (type name of the firm here)	
Signature of Authorized Signatory	
Name:	
Designation:	
Phone No.	
Place:	
Date:	
(Affix Seal of the Organization here, if applicable)	

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam

DESCRIPTION OF WORK/SERVICE: Hiring the Services for Top Overhauling of Caterpillar Gas Engine Model G3516NA and Top & Major Overhauling of CAT G399.

PRICE BID FORMAT CD00956L19 NAME OF BIDDER Bidder's GST No. SAC/HSN Code **Description of Services** Rate (Rs.) to be Applicable Applicable GST Estimated Amount (Rs.) Amount (Rs.) (For detailed description of Services UOM auoted **GST Rate** (Select from **Ouantity Excluding GST** Including GST No. Refer SOQ) Excluding GST in % Drop down List) В С D = A * B $\mathbf{E} = \mathbf{D} + (\mathbf{D} * \mathbf{C} \%)$ Α 10 Top Overhauling of CAT G399 NO 3.00 0.00 0.00 Major Overhauling of CAT G399 20 NO 6.00 0.00 0.00 Top Overhauling of CAT G3516 NA NO 30 3.00 0.00 0.00 Mobilization Charge NO 0.00 0.00 1.00 Initial Medical Testing NO 0.00 0.00 1.00

NOTE:

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

Total (Rs)

0.00

0.00

- 2. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 3. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the
- 5. Refer to GCC for detail of GST.
- 6. Refer to SOQ & SCC for Item detail Description.
- 7. Mobilisation Period: 30 (Thirty) days from the date of issue of Work Order.